

STATE OF SOUTH CAROLINA

(Caption of Case)

Anthony Moore,

Complainant/Petitioner

v.

Palmetto Utilities, Inc,

Defendant/Respondent.

195403

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2008 - 319 - S

(Please type or print)

Submitted by: Randolph LowellSC Bar Number: 16145Address: P.O. Box 8416Telephone: 803-252-3300Columbia, SC 29202-8416

Fax: _____

Other: _____

Email: rlowell@willoughbyhoefer.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)
☐ Emergency Relief demanded in petition
 ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input checked="" type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2008-319-S

RECEIVED
2008 OCT -2 PM 3:22
SOUTH CAROLINA
PUBLIC SERVICE
COMMISSION

IN RE:)	
)	
Anthony Moore,)	
)	
Complainant/Petitioner,)	
)	
v.)	ANSWER OF
)	PALMETTO UTILITIES, INC.
Palmetto Utilities, Inc.,)	
)	
Defendant/Respondent.)	
<hr/>		

Pursuant to 26 S.C. Code Ann. Regs. 103-826 and 830 and other applicable South Carolina law, and in compliance with the Notice issued by the Commission's Chief Clerk and Administrator dated August 29, 2008, and received September 2, 2008, Palmetto Utilities, Inc. ("Palmetto Utilities" or "Company") answers the Complaint of Complainant as follows. As used herein, "Letter One" refers to the first letter sent by Complainant and received by the Public Service Commission of South Carolina ("Commission") on August 12, 2008. "Letter Two" refers to the second letter sent by Complainant and received by the Commission on August 20, 2008.¹

FOR A FIRST DEFENSE

1. Palmetto Utilities denies each and every allegation of the Complaint except as hereinafter admitted, modified, qualified, or explained.

¹ Neither of the letters that constitute the Complaint contains format or structure which would sufficiently allow Defendant to identify individual claims. In answering the Complaint, Palmetto Utilities has, therefore, attempted to answer the allegations in sequential order.

FOR A SECOND DEFENSE
(Responding to the allegations in "Letter One")

2. Each and every allegation of the foregoing paragraphs is incorporated herein as if repeated verbatim.

3. With regard to the allegations referring to Complainant's name and address, Palmetto Utilities admits same upon information and belief.

4. Upon information and belief, Palmetto Utilities admits the allegation of Complainant that he purchased the residence at 607 North Crossing Drive in Columbia, South Carolina, 29229, in July 2007.

5. Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity of statements made or failed to be made by Complainant's attorney and realtor regarding sewerage fees and therefore denies same and demands strict proof thereof.

6. Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity of Complainant's beliefs regarding the sewerage bill mailed from Palmetto Utilities to the residence on 607 North Crossing Drive or Complainant's belief regarding the City of Columbia water bill or whether Complainant returned the sewer bills to the mailbox. Further responding, Palmetto Utilities asserts that its name and logo were prominently marked on the bills that were sent to Complainant's residence, providing notice that Palmetto Utilities provided service to the residence.

7. Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity of the allegations relating to a letter from Palmetto Utilities addressed to someone other than Complainant and therefore denies same and demands strict proof thereof. Further responding, as a result of a conversation with the previous owner on or

about October 11, 2007, Palmetto Utilities learned that a “Mr. Moore” had purchased the residence at 607 North Crossing Drive in Columbia, SC in July 2007. As a result, Palmetto Utilities sent a new customer form to the residence. Upon information and belief, Palmetto Utilities admits the allegation that this form was sent to the residence without Complainant’s name on it. Further responding, on or about October 15, 2007, Palmetto Utilities sent another new customer form addressed to “Mr. Anthony Moore.” Further responding, Palmetto Utilities admits that it sent Complainant a third new customer form to “Mr. Anthony Moore” on or about July 14, 2008. No responses to any of these forms were forthcoming.

8. Upon information and belief, Palmetto Utilities denies the allegation that the October 15 or July 14 customer forms were addressed to anyone aside from Complainant and therefore demands strict proof thereof.

9. Palmetto Utilities admits the allegation that Complainant called Palmetto Utilities on or about July 23, 2008. Upon information and belief, Palmetto Utilities admits the allegation that an employee informed Complainant that he owed \$387.50 in fees and charges for service at that time. Further responding, a subsequent conversation between Complainant and a Palmetto Utilities employee on or about July 29 clarified that Complainant owed \$319.75. Palmetto Utilities would show that this figure was adjusted downwards based on Complainant’s assertion that he purchased the residence at the end of July 2007. Further responding, Palmetto Utilities would show that as of October 1, 2008, Complainant owes Palmetto Utilities \$377.96 for sewerage services, including late fees.

10. Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity of Complainant's allegation that he did not know that he received sewerage service from Palmetto Utilities. Palmetto Utilities would show that sewerage service from Palmetto Utilities has been provided by Palmetto Utilities to 607 North Crossing Drive the entire period of time Complainant has resided at that address and that Complainant had actual and constructive notice of the provision of such service by Palmetto Utilities.

11. Palmetto Utilities admits that Complainant visited the Palmetto Utilities office on or around July 29, 2008. Palmetto Utilities admits that it informed Complainant that he owed \$319.75 for sewerage services at that time. Further responding, Palmetto Utilities asserts that when Complainant said he could not pay the amount due, a Palmetto Utilities employee asked when he could pay it, at which time the Complainant began a verbal altercation expressing the opinion that he should not be obligated to pay the amount due. Further responding, Palmetto Utilities denies Complainant's allegations and characterizations of its employees. With respect to the allegation that a Palmetto Utilities employee threatened to "cut off" Complainant's service, Palmetto Utilities denies same and demands strict proof thereof. Palmetto Utilities admits that a Palmetto Utilities employee provided Complainant with a copy of "At Work For the Public Interest," a publication of the South Carolina Office of Regulatory Staff ("ORS") Consumer Services Division.

12. With regard to Complainant's allegations about speaking to "a gentleman about the issues," Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity of the allegation, and therefore denies same and demands strict

proof thereof. Upon information and belief, Palmetto Utilities would show that Complainant contacted ORS about the issue.

13. Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity of whether Complainant read the ORS booklet.

14. With regard to Complainant's allegation that he contacted a "public servant," Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity of the allegation, and therefore denies same and demands strict proof thereof. Upon information and belief, Palmetto Utilities would show that Complainant contacted ORS about the issues.

15. Palmetto Utilities is without sufficient information to form a belief as to truth or falsity of any conversation between an ORS employee and Complainant and therefore denies same and demands strict proof thereof. Palmetto Utilities would show that, on or about July 29, 2008, Complainant agreed to and was placed on a deferred payment plan. Upon information and belief, Complainant informed ORS that he was unable to make the monthly payment, and thereafter, Palmetto Utilities agreed to reduce the monthly payment under the deferred payment plan. Upon information and belief, Complainant again agreed to this arrangement. On or about July 30, 2008, Complainant contacted Palmetto Utilities to inform it that he was unable to make this reduced payment. ORS contacted Palmetto Utilities, and Palmetto Utilities agreed to accept a split payment of \$35.00 on August 1 and the balance of the monthly payment under the deferred payment plan on August 9.

16. With respect to the allegation that Complainant came into Company's office to render payment, Palmetto Utilities admits that Complainant visited the Palmetto

Utilities' office on or about August 1, 2008. Regarding Complainant's allegation and characterization of his treatment, Palmetto Utilities denies same and demands strict proof thereof. Palmetto Utilities further admits that on this visit Complainant submitted payment of \$35.00. Further responding, Palmetto Utilities would show that, contrary to the deferred payment plan negotiated by ORS and agreed to by Complainant and Palmetto Utilities, Complainant did not make the agreed-upon payment on August 9 and has not made any further payment on the outstanding balance or on the monthly service Palmetto Utilities has continued to provide to Complainant.

17. Palmetto Utilities denies the allegation that Complainant should not be required to pay the full amount.

18. Palmetto Utilities denies the allegation that it is at fault in this matter.

FOR A THIRD DEFENSE
(Responding to the allegations in "Letter Two")

19. Each and every allegation of the foregoing paragraphs is incorporated herein as if repeated verbatim.

20. Palmetto Utilities admits the allegation that "Letter Two" is the second letter concerning the issue sent to the Commission.

21. Upon information and belief, Palmetto Utilities admits the allegation that Complainant resides at 607 North Crossing Drive in Columbia, South Carolina, and has resided at the residence since July 2007.

22. Palmetto Utilities admits the allegation that, since at least July 2007, it has sent a bill for sewerage services to 607 North Crossing Drive every month, and further admits that until recently these bills had the name of the previous resident on them rather than Complainant's name. Palmetto Utilities is without sufficient information to form a

belief as to Complainant's allegation that he sent these bills back to Palmetto Utilities and therefore denies same and demands strict proof thereof. Further responding, Palmetto Utilities would show that it did not receive any return mail from 607 North Crossing Drive since July 2007. Further responding, Palmetto Utilities would show that it was not informed of the change in ownership of the property until on or about October 11, 2007 when it was informed by the previous owner that he had sold the residence in question to a "Mr. Moore" in July 2007. Further responding, Palmetto Utilities sent a new customer form to the residence in July 2007. Further responding, on or about October 15, 2007, Palmetto Utilities sent a new customer form addressed to "Mr. Anthony Moore." Further responding, Palmetto Utilities represents that it sent Complainant an additional new customer form to "Mr. Anthony Moore" on or about July 14, 2008. No response to these forms was forthcoming. Palmetto Utilities further represents that sewerage service has been provided by Palmetto Utilities to 607 North Crossing Drive the entire period of time Complainant has resided at that address.

23. Palmetto Utilities admits the allegation that Complainant called Palmetto Utilities on or about July 23, 2008. Palmetto Utilities is without sufficient information to form a belief as to Complainant's reason for placing this call. Upon information and belief, a Palmetto Utilities' employee had placed a disconnection notice on Complainant's doorknob that day prior to the phone call from Complainant. Upon information and belief, Palmetto Utilities admits the allegation that a conversation occurred between an employee of Palmetto Utilities and Complainant during which he was informed of the outstanding balance. Further responding, a subsequent conversation

between Complainant and a Palmetto Utilities employee on or about July 29 clarified Complainant's balance due.

24. Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity of Complainant's assertion and beliefs regarding payments to and services of the City of Columbia. Further responding, Palmetto Utilities asserts that it provides sewerage services to the residence on 607 North Crossing Drive and has provided such services during the entire period of Complainant's residence at such address.

25. With respect to the allegation that Palmetto Utilities had any duty to contact Complainant when the ownership of the residence located at 607 North Crossing Drive was transferred, Palmetto Utilities denies same and demands strict proof thereof.

26. The allegations regarding Complainant's intentions or work schedule do not require a response; however, to the extent that these statements can be read to require a response, same are denied

27. With respect to Complainant's allegation that a "young lady" came to his residence from Palmetto Utilities, Palmetto Utilities admits that one of its employees placed a disconnection notice on the doorknob of the home located at 607 North Crossing Drive, Columbia, SC, on or about July 23, 2008. Palmetto Utilities further admits the allegation that this employee informed Complainant that he should contact the offices of Palmetto Utilities and that Palmetto Utilities would disconnect sewerage service unless payment arrangements were made.

28. Palmetto Utilities admits the allegation that Complainant visited the Palmetto Utilities' office on or about July 29, 2008, and spoke to a Palmetto Utilities'

employee. Further responding, Palmetto Utilities admits that it informed Complainant of his outstanding balance. Further responding, Palmetto Utilities represents that when Complainant said he could not pay the amount due, a Palmetto Utilities employee asked when he could pay it, at which time Complainant began a verbal altercation expressing the opinion that he should not be obligated to pay the amount due. Further responding, Palmetto Utilities denies Complainant's allegations and characterizations of its employees.

29. Palmetto Utilities admits the allegation that Complainant asked if there was anyone other than a Palmetto Utilities employee to whom he could speak with about the matter. Palmetto Utilities admits the allegation that Complainant was given a copy of "At Work For the Public Interest," a publication of the ORS Consumer Services Division.

30. Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity of the assertion of the content of communications between ORS and Complainant. Palmetto Utilities would show that, on or about July 29, 2008, Complainant agreed to and was placed on a deferred payment plan. Upon information and belief, Complainant informed ORS that he was unable to make the monthly payment. Thereafter, Palmetto Utilities agreed to reduce the monthly payment under the deferred payment plan. Upon information and belief, Complainant again agreed to this arrangement. On or about July 30, 2008, Complainant contacted Palmetto Utilities to inform them that he was unable to make this reduced payment. ORS contacted Palmetto Utilities, and Palmetto Utilities agreed to accept a split payment of \$35.00 on August 1 and the balance of the monthly payment under the deferred payment plan on August 9.

31. Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity Complainant's financial ability to make payments under the deferred payment plan and therefore denies same and demands strict proof thereof.

32. Palmetto Utilities denies the characterizations of its conduct towards Complainant.

33. With respect to Complainant's assertion that he came into Company's office to render payment, Palmetto Utilities admits that Complainant visited the Palmetto Utilities office on or about August 1, 2008, and made a payment of \$35.00. Further responding, Palmetto Utilities denies Complainant's characterizations of its employees. Palmetto Utilities would further show that Complainant had limited interaction with the employees and talked on his mobile phone for the duration of his visit to Palmetto Utilities' office to make this payment. Palmetto Utilities would further show that, contrary to the deferred payment plan negotiated by ORS and agreed to by Complainant and Palmetto Utilities, Complainant did not make the next scheduled payment on August 9 and has not made any further payment on the account.

34. Upon information and belief, Palmetto Utilities admits the allegation that Complainant contacted ORS to say that he wanted a hearing.

35. Palmetto Utilities is without sufficient information to form a belief as to the truth or falsity of the allegation regarding Complainant's beliefs about whether he should pay the money he owes Palmetto Utilities. Further responding, Palmetto Utilities denies that Complainant is not responsible for service charges due and owing. Palmetto Utilities would show that Palmetto Utilities has provided sewerage services to the property in questions for the entire period of time Complainant has resided there, that

Complainant has enjoyed the provision of those services for that entire period of time, and that Complainant is responsible for the charges incurred for these services.

36. With regard to Complainant's allegation that Palmetto Utilities' monthly service charge is \$30.00, Palmetto Utilities denies same. Further responding, Palmetto Utilities asserts that its authorized monthly service charge is \$29.50 per the rate schedule approved by this Commission.

37. With regard to Complainant's allegation of differences of service and cost rendered to two different homes, Palmetto Utilities denies same and demands strict proof thereof.

FOR A FOURTH AND AFFIRMATIVE DEFENSE

38. With regard to Complainant's failure to comply with the obligations and terms of the deferred payment plan, Palmetto Utilities asserts that it has provided the requisite notice under the applicable regulation and that Palmetto Utilities may terminate service to Complainant at any time.

FOR A FIFTH AND AFFIRMATIVE DEFENSE

39. Each and every allegation of the foregoing paragraphs is incorporated herein as if repeated verbatim.

40. The complaint fails to state a cause of action. There is no allegation of any act or thing done by Palmetto Utilities which forms the basis for a complaint cognizable under the law. See Rule 12(b)(6), SCRCF; S.C. Code Ann. § 58-5-270; 26 S.C. Code Ann. Regs. 103-733, -835.A.

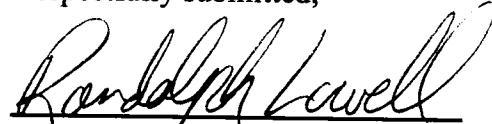
FOR A SIXTH AND AFFIRMATIVE DEFENSE

41. Each and every allegation of the foregoing paragraphs is incorporated herein as if repeated verbatim.

42. Palmetto Utilities is entitled to judgment on the pleadings given that the allegations of the complaint are so defectively drawn that it fails to state a claim under the law. See Rule 12(c), SCRPC.

WHEREFORE, having fully set forth its Answer, Palmetto Utilities requests that the Commission issue an order denying and dismissing the Complaint/Petition and granting such other and further relief to Palmetto Utilities as is just and proper.

Respectfully submitted,



Randolph R. Lowell

Michael R. Burchstead

WILLOUGHBY & HOEFER, P.A.

P.O. Box 8416

Columbia, SC 29202

Telephone: 803-252-3300

Facsimile: 803-256-8062

rlowell@willoughbyhoefer.com

mburchstead@willoughbyhoefer.com

Attorneys for Defendant/Respondent
Palmetto Utilities, Inc.

This 2nd day of October, 2008
Columbia, South Carolina

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2008-319-S

2008 OCT -2 PM 3:22
SC PUBLIC SERVICE
COMMISSION

RECEIVED

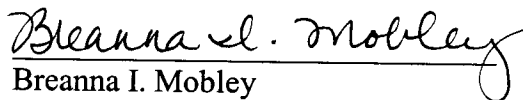
IN RE:)
)
Anthony Moore,)
)
Complainant/Petitioner,)
)
v.)
)
Palmetto Utilities, Inc,)
)
Defendant/Respondent.)
)
_____)

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day one (1) copy of the **Answer of Palmetto Utilities, Inc.** by placing same in the care and custody of the United States Postal Service with first class postage affixed thereto and addressed as follows:

Shealy Boland Reibold, Esquire
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, South Carolina 29201

Mr. Anthony Moore
607 North Crossing Drive
Columbia, South Carolina 29229


Breanna I. Mobley

Columbia, South Carolina
This 2nd day of October, 2008.